



COMMONWEALTH of VIRGINIA

Department of General Services

DIVISION OF ENGINEERING AND BUILDINGS
BUREAU OF CAPITAL OUTLAY MANAGEMENT

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December 15, 1999

TO: Holders of the **Construction & Professional Services Manual for Architect/Engineers, 12/96 Edition**

FROM: Henry G. Shirley
Director

SUBJECT: Revision Two (2) to the **Manual**

EFFECTIVE: January 1, 2000

Enclosed is Revision 2, dated December 31, 1999, to the **Manual**. This Revision is effective January 1, 2000, and shall apply to **ALL PROJECTS** for which an approved CO-6 has not been issued. Revisions were made to reflect changes in the *Code of Virginia*, Policy, or other requirements which require immediate compliance. Agencies and their A/E's shall assure that documents submitted for review contain the latest design requirements and the latest edition of forms.

If the A/E determines that changes resulting from Revision 2 will require additional work on his part, the A/E shall, within 60 days of the date of distribution of this revision, provide to the Agency an itemized list of the additional work required by the revision. See Section 305 of the **Manual**.

The Agency may obtain direction, guidance, and/or waivers from the Director, BCOM, as to which proposed work items may be waived or which items are valid extra work.

The "Summary of Changes" sheets give detailed instructions on which pages are replacement pages, which are new pages and which pages should be deleted. The "Summary" sheets should be retained and filed at the front of your **Manual**.

Each revised page will have "Rev 2; 12/31/99" on the lower right hand corner of the page. Changes to the text are identified by a double vertical line in the right margin.

A brief summary of the significant Revision 2 changes are as follows:

Chapter 3

Updated Change Order % requiring approval of Governor's designee.

Chapter 7

Revised Use Group classification for Academic / educational buildings for higher education but retained requirements for fire protection signaling system and 72" minimum corridor width.

Clarified requirements for identification of Areas of Rescue Assistance (ARA's)

Chapter 8

Revised Sole Source Procurement Approval process for construction related products, equipment or services to conform to new process authorized by the Governor's Office.

Chapter 10

Revised requirements for microfilming of Record Drawings showing 'As Built' conditions and distribution of copies.

Appendix B

Updated / corrected listing of forms.

Inserted corrected editions of CO-3, CO-3.1 and CO-3.2.

Added Form CO- 18 Sole Source Procurement Approval Request and associated Checklist

NOTE: CPSM Forms on the DGS Website for Download

CPSM forms on the DGS Website are being converted into other formats to be more user friendly. The Content of the forms will generally remain the same as the forms in the Manual Appendices. Please check the Website periodically for the most current versions available for download.

NOTE: CURRENT ADDRESS OF CPSM HOLDERS

We often get calls from persons who did not get their copy of a Revision or did not get a notice of seminars. We also get copies of mail-outs back marked Addressee Unknown or undeliverable. Please help us update our database of manual holders by FAXing or e-mailing us your current Manual Holder /Designee, your mailing / street address; your- telephone number; your FAX number; and your e-mail address.

BCOM FAX # is (804) 225-4709

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SUMMARY OF CHANGES
To the Construction & Professional Services Manual for
Architect/Engineers, 12/96 edition
Revision 2; dated 12/31/99

Remove page

Replace with /Insert

Revision 2 Transmittal Letter

SUMMARY OF CHANGES, Revision 2

Chapter 3

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Appendix B

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CO-3 (4 pages)

CO-3 (4 pages)

CO-3.1 (4 pages)

CO-3.1 (4 pages)

CO-3.2 (4 pages)

CO-3.2 (4 pages)

CO-1 8: SOLE SOURCE PROCUREMENT
APPROVAL REQUEST (1 sheet)

Sole Source Procurement Checklist (1 sheet)

END OF SUMMARY OF CHANGES

The Standard Plans shall also show the applicable codes, standards, loadings and design parameters used to develop the design.

Where the A/E has not been engaged to review the site adaption of the Standard Plans nor review the submittals or construction, the Owner, and not the A/E, shall be responsible for the proper site adaption and use of the Standard Plans. The A/E shall, however, be responsible for negligent acts, errors or omissions in the Standard Plans.

When the Work involves the site adaption of Standard Plans, the cover sheet for the project plans shall list the drawings included in the set of plans and shall differentiate between the Standard Plans and the "site-specific" site development, utility, and foundation drawings prepared by the A/E for that site. These site-specific drawings shall be sealed and signed by the responsible licensed A/E.

SECTION 312.0 REQUIREMENTS FOR A/E SEALS AND SIGNATURES

General: The Seal and Signature of the licensed Professional Engineer, Architect or Certified Landscape Architect on the drawings provides notice to the public the drawings are complete and that the professional has exercised complete direction and control over the work to which the seal or signature is affixed. All plans and specifications for building projects designed for the Commonwealth of Virginia and its Agencies must bear the seal and signature of the responsible licensed professional.

Each drawing to be reproduced shall show

- the name of the A/E,
- the Project Title,
- the Project location,
- the 8 digit state Project Code,
- the Drawing / Sheet Title,
- the Drawing / Sheet number,
- the seal and signature of the responsible licensed professional,
- and the uniform date of the completed documents

The Title sheet drawing(s) shall also have

- the Index of Drawings,
- the Project VUSBC data,
- the Seal and Signature of the A/E Principal-In-Charge of the project,
- and the uniform date of the completed documents.
- (A/E may also require the seal and signature of a principal of its consultants.)

The Specifications Table of Contents shall have

- the Seal and Signature of the A/E Principal-In-Charge of the project,
- the uniform date of the completed documents, and
- the listing of specification sections included for the project.
- (A/E may also require the seal and signature of a principal of its consultants.)

“Working Drawing Sets” submitted to BCOM for review are expected to be complete documents ready for bidding. All drawings except the cover sheet shall bear the seal of the responsible licensed professional. The Cover Sheet shall show a complete list of the drawings in the set, but a seal and signature are not required at this submission.

“Final Documents” are completed documents ready for bidding and include all corrections required by the BCOM review. Each sheet of the drawings reproduced in the bid documents, including the cover sheet, shall bear the seal and signature of the responsible licensed professional and a uniform document date. The original cover sheet without seal and signature shall be reproduced and attached to copies of the other drawings in the set. Each cover sheet print shall then be sealed, signed and dated with original seals and signatures. These official “Final Documents” shall be distributed to the following:

- 1 set Building Official (at BCOM)
- 1 set Regional Fire Marshal’s Office
- 3 sets Owner
- (1 set Reviewer who reviewed the documents, if other than BCOM)

“Addendum” to the Final Documents: The first sheet of each and every addendum issued to bidders shall show the number of pages in the addendum and shall list any attached sketches, drawings or other material included in the addendum. In addition, the first sheet of each and every Addendum shall bear the name of the project, the 8 digit State Project Code number, the date and the seal and signature of the responsible licensed professional. Copies of each addendum with seal and signature shall be distributed to the above recipients in the same fashion as the official “Final Documents”.

SECTION 313.0 SUBCONTRACTS

No portion of the A/E professional services shall be subcontracted without prior written consent of the Owner. Consultants proposed by the A/E during the selection and fee negotiation phases are assumed to be acceptable to the Owner unless the Owner notes otherwise during those phases. In the event that the A/E desires to subcontract some part of the Work required by the Contract to a consultant or subcontractor not previously approved, the A/E shall furnish the Owner names, qualifications and experience of the proposed consultants. The A/E shall, however, remain fully liable and responsible for all Work performed by his consultants and subcontractors and shall assure that their Work complies with all requirements of the A/E’s Contract.

SECTION 314.0 MODIFICATION OF THE A/E CONTRACT (A/E CHANGE ORDERS)

The Owner may, upon mutual agreement with the A/E, issue written modifications to the scope of services of the Contract using G.S. Form E&B CO-1 la/e. Any single change order, or accumulation of change orders, which increases the original A/E Contract Amount by 25% of the original Contract Amount or \$10,000, whichever is greater, must have the approval of the Governor or his designee. (§ 11-55, Code of Virginia as revised)

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700A.3 Code Implementation

Currently, the WSBC is adopted every three years. Such adoption incorporates specified editions of the Codes (such as 1993, 1996, etc.) along with Virginia modifications to these codes. The BOCA Codes editions are usually published approximately one year before WSBC adoption is effective. It is desired that state buildings be designed to conform to the latest code requirements.

The Department of Housing and Community Development posts notice/announces the effective dates of the VUSBC editions as well as the dates of referenced standards and amendments.

700A.3.1 New Work: A/Es should project when working drawings will be completed and determine what code will be in effect at that time. In cases where working drawing completion is projected to take place after the effective date of a new edition of WSBC, A/Es should obtain copies of the proposed BOCA codes and design the project to conform to the latest requirements if reasonably possible.

- (1) In general, the applicable code will be the WSBC edition in effect at the time outstanding issues have been resolved, preliminary drawings are approved (usually on the CO-5), and authorization is given to proceed with development of the working drawings.
- (2) If preliminary drawings are approved during the 12 months before the effective date of a new edition of WSBC, the applicable code will be designated by BCOM at the time of the preliminary approval.
- (3) If construction of the project does not begin within one year of the approval of the CO-6, the agency shall request, in accord with Section 700A.3.1 below, confirmation from BCOM as to what code applies.
- (4) Since code requirements in one section are often dependent upon conformance with requirements in other sections, mixing of code requirements between two editions of the code are not allowed.

700A.3.2 Existing Buildings and Structures

See WSBC, Volume I, Chapter 1 for requirements.

700A.3.3 Reactivated Projects: Prior to reactivating a project that has been inactive for a period during which the effective code has changed, the owning Agency shall contact the Bureau of Capital Outlay Management for a determination of what code applies. BCOM will confirm any change of code in writing. The plans and specifications shall be revised as necessary to comply.

700A.4 Modifications or Variances of Code Requirements

If after discussions with the Agency a modification or variance to the requirements of the code is thought to be necessary, the head of the Agency shall request such modification or variance in writing at the time preliminaries are submitted. The request shall clearly state the nature of the problem and the supporting rationale and justification for the modification or variance. All requests to waive or grant a variance to the requirements of the WSBC will be addressed to the Director of the Division of Engineering and Buildings.

700A.5 Code and Manual Clarifications

700A.5.1 Requests for clarifications of code and/or **Manual** requirements as they pertain to state-owned buildings should be made in writing to the BCOM Director.

700A.5.2 Buildings at Colleges and Universities: The following guidance shall be used for state-owned educational buildings and structures serving students above the 12th grade.

- (1) Administration buildings, data processing buildings and similar uses shall be classified and designed to meet the VUSBC requirements for **Use Group B**.
- (2) Buildings for business and vocational training shall be classified and designed for the Use Group corresponding to the training taught.
- (3) Academic / educational buildings having classroom-type education functions (including associated professor / teacher office spaces), shall be designed as Use Group B with the following additional requirements:
 - a. . Provide a Fire Protection Signaling System in the building; and
 - b. Provide 72" minimum corridor widths; and
 - c. Calculate the occupant load for each space based on VUSBC Chapter 10. and the 'type of occupancy' (not Use Group) of the space.
- (4) Buildings housing research, testing and science laboratories are generally classified as Use Group B. A Fire Protective Signaling System shall also be required in such facilities on state property.
- (5) Campus buildings with other specific uses, doubtful uses, and mixed occupancy uses shall be classified in accordance with appropriate sections of Chapter 3 of the VUSBC.

II

700A.6 State Building Construction in Flood Plain: Executive Memorandum 2-97 prohibits the construction of new state-owned buildings within the 100-year flood plain unless a variance is granted by the Director, Division of Engineering and Buildings, acting in his capacity as Building Official for state-owned buildings, and after consultation with the State Coordinator for the National Flood Insurance Program (the Department of Conservation and Recreation (DCR)).

Section 700B Fire Safety Data and Reviews

700B.1 Fire Safety reviews will be conducted by the Bureau of Capital Outlay Management for all new construction projects, including projects with both additions and renovations. **Renovation projects that will change the use of a building either within the same Use Group classification or to a different Use Group classification require BCOM review.** All other renovation projects will be submitted to the appropriate Regional State Fire marshal's office for review.

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The Area of Rescue Assistance in items (2) and (3) above must be mechanically ventilated to provide a tenable environment for the individual seeking refuge. This requirement for ventilation does not require the Area of Rescue Assistance to be made smokeproof. Two mechanical ventilation system concepts are available.

The first concept is a 100% outdoor air ventilation fan discharging into the Area of Rescue Assistance. The quantity of air shall be approximately 400 cfm per door opening into the enclosure. Relief shall be provided to ensure that the pressure does not exceed positive 0.35 inches of water column. The ventilation system shall be activated by smoke detectors located outside all building entrances to the enclosure. A smoke detector shall stop the ventilation fan if smoke is sensed in the supply air. All Area of Rescue Assistance ventilation systems in a building shall operate simultaneously. The mechanical ventilation system shall be provided with stand-by power as defined by the National Electric Code, NFPA 70.

The second concept is a stairwell pressurization system as defined by VUSBC 1015.7. (Note: stairwell pressurization does not require the enclosure to be smokeproof as defined by VUSBC).

- (4) A portion of an exterior stairway landing, or an exit balcony located immediately adjacent to an exit stairway when the balcony complies with VUSBC for exterior exit balconies. Openings to the interior of the building located within 20 feet of the area of rescue assistance shall be protected with fire assemblies having a three-fourths hour fire protection rating.
- (5) In an open parking structure, a designated area located immediately adjacent to a side of the parking structure open to the exterior.

700C.7.5 Stairway Width: Each stairway adjacent to an area of rescue assistance shall be a minimum clear width of 48 inches between handrails.

700C.7.6 Two-way Voice Communication: Two-way communication, with both visible and audible signals, shall be provided between each area of rescue assistance and the primary entrance.

Alternate locations other than the primary entrance will be considered on request.

700C.7.7 Identification: Each area of rescue assistance shall be identified by a sign that states 'Area of Rescue Assistance' and displays the international symbol of accessibility. The sign shall be a part of, or located adjacent to, the EXIT sign at the entrance to the ARA. The ARA sign shall be illuminated when exit sign illumination is required. Instructions on using the area of rescue assistance in an emergency shall be posted in the ARA next to the two-way communication system.

700C.8 Review Procedures: The Division of Engineering and Buildings reviews documents for compliance with the Standards during its normal review of capital outlay projects. Such review does not relieve design consultants from responsibility for designing in accord with the standards and Federal Law.

Section 700D SPECIAL PROCEDURES FOR ASBESTOS ABATEMENT

700D.1 General Asbestos Requirements

Buildings constructed prior to 1980 are presumed to have asbestos-containing materials (ACM) in materials including, but not limited to, asphalt and vinyl flooring, resilient floor covering, mastics, fibrous pipe insulations, caulking, roofing, flashings, bonding agents, coatings, and binders until such materials have been tested and found not to contain asbestos.

For renovation/demolition/addition projects, the Owner shall have all of the existing structures(s) surveyed/inspected by a Virginia licensed asbestos inspector for asbestos-containing materials (ACM) prior to submittal of the preliminary design. All suspect materials must be physically sampled and analyzed. The asbestos surveyor/inspector shall provide the Owner with a report of the survey/inspection which indicates those places where samples were taken, the results of the analyses, and drawings which indicate those areas, if any, where asbestos was found and where asbestos-containing materials must be abated or encapsulated.

The asbestos survey / inspection report must be made available to the project A/E for information and use in preparing the project documents.

The asbestos abatement contractor shall be required to mark up the Asbestos Management Plan to show the “As Built” conditions resulting from its work to include areas where asbestos was abated, areas where asbestos was encapsulated, and areas where asbestos containing materials exist but were left in place.

Based on the report of the asbestos survey/inspection report and the Asbestos Management Plan, the construction drawings for renovation or addition projects shall indicate all locations where ACM have been found, where ACM are to be disturbed and where ACM are to remain. The asbestos survey/inspection report and the Asbestos Management Plan must be made available for their respective information to the contractor(s) for demolition and for construction.

The Demolition Plan sheets and the Architectural Floor Plan sheets for each floor shall also have an **Asbestos Disclosure Statement** indicating one of the following:

- (1) The A/E shall note on the plans that “An asbestos inspection was performed and no asbestos-containing materials were found. The asbestos survey/inspection report is available to the Contractor(s) for demolition and for construction for his information.”
- (2) The A/E shall note on the plans that “An asbestos inspection was performed and asbestos-containing materials were found generally in the areas indicated. However, the work in this project is not intended to disturb the existing **asbestos**-containing materials. The asbestos survey/inspection report and the Asbestos Management Plan are available to the contractor(s) for demolition and for construction for his information.”

have been determined by the A/E to meet the specifications and be acceptable. If a named manufacturer prepackages or pre-assembles its item or system, the model number shall be specified. If the named-manufacturer(s) custom builds the item or system, naming of model numbers is not required.

The manufacturer/model specification must **describe the required characteristics, performance standards, and capacities which will be used to determine equal products** as allowed by Section 26 of the General Conditions. Do not specify extraneous characteristics that do not relate to the products performance or suitability for the project. If only two acceptable manufacturers can be found and documented by model number but other equal products are acceptable if found by the bidder, the A/E may request permission from the Director, Division of Engineering and Buildings, to list only those two manufacturers but consider equals if proposed by the Contractor.

803.5.2. Proprietary Specifications: A specification is proprietary if it fails to meet requirements of a non-proprietary specification. Although a proprietary specification should be avoided because it restricts competition, circumstances such as space limitations, mandatory performance standards, compatibility with an existing system, etc, may leave no other reasonable choice (see below).

Two typical situations that may require proprietary specifications are:

- when only two manufacturers or suppliers provide an acceptable product or system, when there are no equals and when no substitutions are allowed; or
- when there is only one manufacturer but two or more vendors or suppliers can purchase the material and compete to provide the product or system to contractors or bidders.

Proprietary specifications may be used when the agency requests and receives, in writing, authority from the Director of the DEB to use a proprietary specification. The agency must request authority as soon as the need for the specification is recognized, preferably in the preliminary design stage but definitely prior to submission of Working Drawings. The agency request shall explain why the proprietary specification is necessary.

803.5.3. Sole Source Specifications: *"It is the policy of the Commonwealth of Virginia that contracts be awarded on a competitive basis and that the use of a sole source procurement be limited to those instances where only one source is practicably available."*

A specification is sole source when it names only one manufacturer or product to the exclusion of others, or when it is contrived so that only one manufacturer, product, or supplier can satisfy the specification. Because it eliminates all competition, it can be used only in the most exceptional circumstances and under the strictest conditions. A product or piece of equipment which is available only thru an area franchised vendor is also considered to be a Sole Source item.

Sole source procurement requests that are related to construction, or to materials, equipment or services to be incorporated in the construction, or to professional services shall be forwarded directly to the Division of Engineering and Buildings.

Pursuant to the Governor's Chief of Staff memorandum of July 14, 1998, every sole source request must contain a memorandum from the purchasing agency that addresses in a direct and concise manner the following 4 point justification (by number and in order):

1. Explain why this is the only product or service that can meet the needs of the purchasing agency.
2. Explain why this vendor is the only practicably available source from which to obtain this product or service.
3. Explain why the price is considered reasonable.
4. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers.

The Agency shall complete the Agency portion of the Sole Source Procurement Approval Request, GS Form E&B CO-18 (12/31/99 ed), attach a memorandum containing the above justification, and submit the request to the Division of Engineering and Buildings for review and approval action

If Sole Source procurement is approved and prior to advertising the project for bids, the Agency shall either

- procure the sole source item and specify it as Owner furnished/Contractor installed; or
- negotiate a fixed price for the item or system with the sole source vendor and require that the vendor provide the specified 'Sole Source Work' at the negotiated price as a subcontract to the bidder who is awarded the contract.

In the latter case, the Bid Form shall show the vendor's name and the subcontract price for the item/system to be included in the Contractor's bid. See Sample Bid Form Format for required wording.

803.6 Virginia Manufactured Products: Pursuant to House Joint Resolution No. 3 of the 1984 Session of the General Assembly, when brand and/or manufacturers names are specified and one or more of those named are known to be Virginia based vendors and/or contractors, those known Virginia based vendors or contractors shall be listed prior to listing non-Virginia based firms.

803.7 Use of Standard or Guide Specifications: The use of standardized specifications or guide specs as a basis or resource for editing has many advantages for the A/E, the Reviewer and the Contractor. Performance guide specifications prepared by Masterspec, Spectext, the U. S. Navy and the Corps of Engineers are acceptable for editing. These guide specifications are available from the AIA, the CSI, the National Institute of Building Sciences in Washington, D. C., and other sources for use with various PCs and word processing programs.

The A/E shall edit the guide specifications to include only the materials, requirements, and procedures applicable to the project. Specifications which are submitted without editing will be rejected as an incomplete submittal and appropriate notation made on the A/E's performance evaluation.

Where Navy or CE guide specifications are used on a project, they shall be edited to delete references to Military and Federal Specifications. References to the Contracting Officer should be changed to the Owner. Also, requirements for tests, inspections, visits to the manufacturer's plant, etc. which are not normally required for state projects shall be deleted.

803.8 Restrictive Specifications and Performance Requirements: (Also, see Chapter 7 for policy and procedure.)

803.8.1 The A/E shall not require samples, shop drawings, or similar materials to be submitted for approval prior to receipt of bids without the specific prior approval of the Director of the Division of Engineering and Buildings. The specifications must contain sufficient information to describe to the contractor and bidders the performance and quality standards that will be used to evaluate the submittals.

803.8.2 Number of years of experience, or time in business, shall not be specified as a basis for award of contract. This applies not only to contractors, but also suppliers of equipment.

1. Floor plans (small scale) that show areas requested for occupancy and the exits/egress routes;
2. Type of Occupancy requested - e.g. move furniture in for staff, set up/prepare for students, etc.;
3. CO-13.1a with punchlist from A/E;
4. CO-13.2a with any attachment from Contractor;
5. CO- 13.3b Checklist for Beneficial Occupancy;
6. Fire Marshal's report and recommendation;
7. Document stating that the Asbestos Abatement, if any, is complete;
8. CO-13.3a Application For Certificate of Occupancy with data on entire project and separate sheet showing data on area requested to be occupied;

The Owner may take Beneficial Occupancy of a portion or unit of the project before completion of the entire project **only with the prior written approval of the DEB Director.**

SECTION 1022 FINAL COMPLETION INSPECTION

When the Contractor determines that the items listed in the "punch list" have been completed and that the Work is complete and ready for final testing and inspection, he shall complete Form CO-13.2 and send it to the A/E at least five (5) days prior to the date the Contractor has set for the Work to be ready for Final Inspection. The A/E will forward the CO-13.2 to the Owner and attach a written endorsement, based on his periodic inspections, as to whether or not he concurs with the date set by the Contractor.

The A/E shall receive the Certificate of Completion (CO-13.2), the Affidavit of Payment of Claims (CO- 13), written guarantees, equipment and operating **Manuals** and related documents assembled by the Contractor, review same and **turn** them over to the Owner at the final inspection. The A/E shall record any items noted for completion or correction. He shall promptly follow up on the items and notify the Owner, in writing, when they are completed.

The A/E shall conduct the final inspection. A representative of the State Fire Marshal's office either will be present at the inspection or otherwise inspect the completed work and advise the Owner whether the work meets the fire safety requirements of the applicable building code. The Owner may have other persons participate in the inspection. If one or more reinspections are required because the Work purported to be complete is not complete, the Contractor shall reimburse the Owner for all reinspection costs.

If the A/E and the Fire Marshal's representative agree that the building is complete in accordance with the contract documents, and safe to occupy, the A/E shall execute the "Certificate of Completion by the Architect/Engineer" (CO-1 3.1) and deliver it, along with the Record Drawings and all other required material, to the Owner for final acceptance of the project.

SECTION 1023 PROJECT CLOSE-OUT

The A/E shall file with the Owner and the Owner with the Division of Engineering and Buildings, the Certificate of Completion by A/E, G.S. Form E&B CO- 13.1. The Architect/Engineer shall not be required to file this Certificate of Completion before he, in his professional opinion, believes all construction requirements have been met.

SECTION 1024 RECORD DRAWINGS AND SPECIFICATIONS

1024.1. General: All buildings and structures constructed on state property, regardless of source of funding, are required to be documented by a permanent copy of the **“Record”** plans and specifications which show the **“As Built”** conditions, locations, and dimensions. Renovations, alterations, additions and Changes of Use are also required to be documented as a part of the permanent record on the building. Certificates of Use and Occupancy are also a part of the permanent record.

The A/E shall prepare **“Record Drawings”** showing the **“As Built” conditions**, locations and dimensions based on the Contractor’s As Built set of drawings and specifications, and other data furnished by the Contractor to the Architect / Engineer. The Record Drawings shall include actual location of piping and utilities as well as all other changes specifically known to the Architect / Engineer. These Record Drawings shall also include the depths of pilings or caissons if pilings or caissons were in the construction.

1024.2. Manually Prepared Drawings: Where the drawings were prepared by manual drafting on mylar, the original mylars shall be modified to show the **“As Built”** conditions, dimensions, locations, etc. and appropriate notations made on the mylars. Sections, details and/or sketches produced as part of addenda and those prepared during construction to clarify the documents or for Change Order work shall be transferred to and composed on additional drawing sheets for inclusion in the Record Drawing set. Once completed, the drawings shall be stamped **“Record Drawings”**. Providing the Record mylars or drawings and specifications is a Basic Service of the A/E.

1024.3. CADD Drawings: Where the drawings were prepared by CADD drafting on paper or vellum, the original sealed masters shall be delivered to the Owner as described in Section 1025. below. The CADD information shall be modified to show the **“As Built”** conditions, dimensions, locations, etc. and appropriately noted. Sections, details and/or sketches produced as part of addenda and those prepared during construction to clarify the documents or for Change Order work shall be transferred to and composed on additional drawing sheets for inclusion in the Record Drawing set. Once the CADD data is completed, the drawings shall be printed (on a transparent medium suitable for use as a master for obtaining a mylar sepia), sealed, signed and stamped **“Record Drawings”**. Providing the original masters of the bid documents and the original Record Drawings is a basic service.

1024.4. Microfilm Requirements: The Agency is required to maintain a permanent record of the **“As Built”** conditions of all buildings or structures on its property. Agencies are strongly encouraged

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to utilize Microfilm copies of the Record "As Built" documents for their permanent record copy. The microfilm used shall meet the specifications in Section 1024.5.

The Owner shall have the option of requiring the A/E to obtain the microfilmed documents or procuring the microfilm documents itself. If the A/E is required to obtain the microfilm, the cost of the microfilm shall be a reimbursable expense under the category of reproduction expenses.

1024.5. Microfilm Specifications: The 35mm microfilm shall conform to the following:

1. Microfilmed Record drawings and specifications shall be made from the corrected original tracings and specifications. Drawings and specifications shall be stamped Record Drawings before filming. Also, sections of the specifications that have been changed by an addendum shall be clearly cross-referenced to the proper addendum before filming.
2. The film shall be silver halide type. Diazo vesicular and dry-processed silver are not acceptable.
3. The microfilm shall be of archival quality meeting the Standards for the Microfilming of Public Records for Archival Retention, established by the State Library Board of Virginia, June 27, 1977.
4. The film shall be made using a reduction ratio that most nearly fills the frame with the picture.
5. Do not exceed reduction ratio of 30X. If the original is too large to be included in a 30X reduction ratio, film in sections with 4" overlap.
6. Film the specifications with 8 sheets per frame (two rows of four).
7. Film only the first page of the Commonwealth of Virginia's General Conditions. Film all pages of the Supplemental General Conditions.

1024.6. Cost: The cost of reproduction of the microfilm is an expense which may be paid from the funds for the project. Five percent of the A/E's fee shall be retained until the completed Record Drawing documents; and microfilm if required of the A/E, are submitted to the Owner. The Owner may reduce this amount withheld when justified by the circumstances.

1024.7. Diskette or CD-ROM copies of CADD Drawings: If the plans were required to be prepared on CADD, the A/E shall update those plans to reflect the "As Built" conditions and provide one copy of the CADD documents on diskette to the Owner. The A/E's seal and signature are not required on these CADD electronic copies.

SECTION 1025 OWNERSHIP OF DOCUMENTS

Original drawings and specifications as prepared by the A/E for the project shall be the property of the Commonwealth of Virginia, whether the work for which they are made is executed or not. The A/E shall provide to the Owner at the completion of the job, the original drawing tracings and original copy of the specifications at the time the Record documents are provided to the Owner.

Rev 2; 12/31/99

SECTION 1026 MAINTENANCE AND OPERATING MANUALS

A specific set of operating and maintenance instructions written for the specific project shall be provided to the Agency at the final inspection. This shall consist of a compiled document prepared by the A/E team for the project and generally include the operation and control sequencing narrative, the control diagrams, an equipment chart indicating periodic maintenance requirements, and the operation and maintenance manuals for the equipment. All systems needing regular maintenance and/or requiring adjustments must be covered. The schedule for required minor and major maintenance must be included. Relevant design criteria and assumptions needed to understand the operation of the systems will be furnished in narrative form including the control systems settings and concept of operation. manuals which provide the data by reference to drawings and specifications and manufacturers are not acceptable. The document, along with the Record drawings and specifications, shall be provided to the head of the Buildings and Grounds operation of the Agency at the time of final acceptance of the project.

SECTION 1027 GUARANTEE PERIOD INSPECTION

Prior to the expiration date of the Contractor's one-year guarantee period, but not before 9 months of this period has elapsed, the Owner shall make an inspection of the building, equipment, and/or any other work included in the original Contract to determine whether any defects in materials or workmanship have developed. The Owner shall provide the Contractor with written notice of such defects and shall notify the A/E for advice in the correction of the defects.

SECTION 1028 START-UP/ACCEPTANCE OF MECHANICAL AND ELECTRICAL SYSTEMS

It shall be the A/E's responsibility to verify that the Contractor has all systems functioning properly per design intent; that equipment has been received per Shop Drawings previously approved by the A/E; that all system components have been adjusted and a record made of final settings; and that manual and automatic operating modes have been established for full load ranges prior to notifying the Owner that the system is ready for final start-up and acceptance testing.

It is the intent that when the startup inspection team is called together to conduct final inspections and acceptance test that the work be started as scheduled and completed without exceptional delay.

Major or time consuming adjustments or modifications during final inspection shall be avoided. Final inspections requested when the systems are obviously not ready for such testing and inspections may result in a backcharge to the A/E or Contractor for the costs of inspection team visits and related costs. Applicable portions of the above requirements shall be included in the project specifications.

APPENDIX B: STANDARD ENGINEERING AND BUILDINGS FORMS

All forms are the 12/96 edition unless noted 'R xx/xx'

II

co-2	Authority to Initiate Capital Outlay Project
CO-2.3	A/E Fee Proposal Worksheet R9/98
co-3	Contract Between Owner and Architect/Engineer for Professional Services R12/99
co-3.1	Term Contract Between Owner and Architect/Engineer for Professional Services R12/99
CO-3.1A	Project Order for A/E Term Contract
CO-3.2	Contract Between Owner and Architect/Engineer for Selected Professional Services R 12/99
co-4	Application for Approval of Schematic Design
co-5	Application for Approval of Preliminary Drawings
CO-5a	Notification of Availability of Preliminary Drawings
CO-6	Application for Approval of Working Drawings & Specifications
CO-6a	Statement of Structural and Special Inspections
CO-6b	WSBC Special Inspections – State Owned Buildings
co-7	General Conditions of the Construction Contract (CO-7) (See Appendix A)
CO-7A	Instructions to Bidders (CO-7A) (See Appendix A)
CO-8	Approval to Award Contract
CO-8b	Opinion of A/E Performance (Design Phase) w/ Instructions
co-9	Contract Between Owner and Contractor
CO-9a	Worker's Compensation Certificate of Insurance
CO-9b	Post Bid Modification
CO-9.1	Notice of Award
CO-9.2	Notice to Proceed
co-10	Commonwealth of Virginia Standard Performance Bond
co-10.1	Commonwealth of Virginia Standard Labor and Material Payment Bond
co-1 1	Contract Change Order w/ Instructions R9/98
CO-1 la	Change Order Justification w/ Instructions R9/98

CO-1 la/e	Architect / Engineer Contract Change Order R9/98
co-12	Schedule of Values and Certificate for Payment
co-13	Commonwealth of Virginia Affidavit of Payment of Claims
co-13.1	Certificate of Completion by Architect/Engineer or Project Manager
CO-13.1a	Architect/Engineer's Certificate of Substantial Completion
CO-13.1b	Final Report of Structural and Special Inspections
CO-13.1c	Certificate of Partial/Substantial Completion by Construction's Inspector, . . .
CO-13.2	Certificate of Completion by Contractor
CO-13.2a	Certificate of Partial or Substantial Completion by Contractor
co-13.3	Certificate of Use and Occupancy (tailored for project by BCOM)
CO-13.3a	Application for Certificate of Use and Occupancy
CO-13.3b	Checklist for Occupancy
CO-13.3b Mod	Application for Occupancy -- Industrialized Building R9/98
co-14	Project Completion Report
CO-14a	Opinion of A/E Performance (Construction Phase) w/ Instructions
CO-14b	Opinion of Contractor Performance w/ instructions
co-15	Application for Authority to Review Construction Drawings & Specifications
Cd-16	Standard Form for Contractor's Statement of Qualifications (CO- 16 Attachment Number One, Qualification Criteria format)
co-17	Building Permit for Construction on State Property
CO-17A	Application for Building Permit for Construction on State Property R9/98
CO-17A Mod	-Application for Building Permit for Industrialized or Modular Building R9/98
CO-17A Tent	Application for Permit / Temporary Certificate of Use for Temporary Facility / Tent R9/98
CO-17A TWR	Building Permit Application - Communications Tower R9/98
co-17.1	Permit for Demolition of Building on State Property R9/98
CO-18	Sole Source Procurement Approval Request R12/99 & Checklist
AE-1	Synopsis of Responding Firm R9/98
AE-2	Consultant / Other Office R9/98
AE-3	Project Staffing Organization R9/98
AE-4	Personnel Qualifications R9/98
AE-5	Representative Project Data R9/98
AE-6	Supplemental Information R9/98
	Instructions for completing A/E Firm Data Forms AE-1 to AE-6

CONTRACT BETWEEN OWNER AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES

This Contract dated this _____ day of _____, 19__ is between _____ (“Owner”) and _____ (“Architect/Engineer” or “A/E”), whose Identification Number (FEIN or SSN) is _____, and is binding among and between these parties as of the date of the Owner’s signature.

RECITALS

1. The legal address for the Owner and for the Architect/Engineer and the addresses for delivery of Notices and other project documents are as follows:

Owner-
Attn-
Address-

City, State, Zip-
Telephone ()

FAX ()

A/E -
Attn-
Address-

City, State, Zip-
Telephone ()

FAX ()

2. The Owner contemplates development of the following project identified as:
Project Title •
Project Code • PC#
General Project Description •

See also “Project Description” in the attached Memorandum of Understanding.

The purposes, functions, criteria and general requirements are set forth in the attached Agency’s:

Capital Project Request dated _____
_____ Project Criteria dated _____
_____ Other (describe) _____

3. After competitive negotiation pursuant to the Virginia Public Procurement Act, the Owner has selected above-named A/E to perform the duties of A/E for the above-described project (“the Project”).

4. The A/E understands and agrees that the construction budget and "design-not-to-exceed" amount established for the Project is

dollars@).

5. The rights and duties of the Owner and A/E applicable to State projects are set forth in the Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers, (hereinafter called "the A/E Manual"). The A/E Manual, 12/31/96 edition, Revision _____ and any subsequent revisions during the course of the Project Design Phase shall apply to this Project. Chapter 3, Sections 305 and 314, and Chapters 5, 6, and 8 set forth procedures for determining additional services related to revisions to the Manual and compensation therefore.

Chapter 3 of the A/E Manual pertains to the general terms and conditions applicable to this Contract. Chapter 5 of the A/E Manual pertains to A/E and Owner duties and responsibilities. Chapter 6 of the A/E Manual pertains to A/E fees. Chapter 7 pertains to the technical requirements for the design of state building construction. Chapter 8 pertains to the requirements for design and preparation of documents for bidding. Chapter 9 pertains to quality assurance and coordination of the plans and specifications. Chapter 10 pertains to construction period duties, responsibilities and procedures. The supplemental information and requirements in the Appendices to the Manual provide forms and other information which shall be used by the A/E during the course of the project.

6. During competitive negotiations, the A/E agreed to provide the A/E services for the Project under the terms and conditions set forth below and in the MOU dated _____.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Scope of Services

The A/E agrees to gather data for and confirm with the Owner the detailed requirements of the Project, design the Project, prepare all necessary drawings and specifications, administer the construction contract and otherwise comply with all requirements for Basic Services as set forth in the A/E Manual including its Appendices, in the Project Criteria, and in the attached MOU dated _____, [and other, if listed on page 1]

The A/E further agrees to provide the additional services included in the negotiations and set forth in the MOU in conformance with the requirements of the A/E Manual and the MOU for such services.

2. Design-Not-To-Exceed Construction Budget

The A/E agrees to design the Project so that bids can be expected to fall within the "design not-to-exceed" construction budget shown above. If the low bid amount exceeds the "design-not-to-exceed" amount by less than ten (10%) percent, the A/E agrees to assist the Owner in negotiations with the low bidder to arrive at a construction contract amount acceptable to the Owner. If the low bid amount exceeds the "design-not-to-exceed" amount by more than ten (10%) percent, the A/E agrees, if directed by the Owner, to redesign or modify the design of the Project as necessary to obtain a bid within the "design-not-to-exceed" construction budget. Such negotiations and/or redesign services by the A/E shall be at no additional cost to the Owner.

3. Contract Amount

The Owner will compensate the A/E for such basic and additional services, including a budgeted reimbursable expense amount, for the total contract amount of _____ dollars(\$ _____) on the terms and conditions set forth herein and in the MOU, as established and agreed upon during competitive negotiations.

The following items (if any), which are described in greater detail in the MOU, shall be paid for as reimbursable expenses in accordance with the provisions of the A/E Manual: _____,

(1)

(2)

The Contract Amount includes an estimated or budgeted amount for the reimbursable expense items. The Contract Amount shall be adjusted upward or downward by Change Order to reflect the actual amounts approved for reimbursement.

The maximum fee for each phase is set forth in the Payment Schedule below.

4. Payment Schedule

Payments to the A/E shall conform to the provisions of the A/E Manual, Chapter 3, Section 315. The A/E agrees to make payments to its subcontractors and consultants in conformance with the provisions of the A/E Manual, Chapter 3, Section 3 16. Unless otherwise provided under the Contract Documents, interest on payments due the A/E shall accrue at the rate of one percent per month. § 1 1-62.1 l(4) of the Code of Virginia. The fee shall be proportioned as follows:

a. Basic Services

Design Phase = \$ _____

Bid & Construction Phase = \$ _____

Construction Site Visits = \$ _____

Subtotal Basic Services Fee = \$ _____

b. Additional Services

Additional Services to be provided by the A/E are listed in detail in the MOU.

Total Additional Services Fees = \$ _____

c. Budoeted Amount for Reimbursables

Reimbursable expense budget estimates are itemized and described in detail in the MOU.

Total Amount for Reimbursables = \$ _____

TOTAL CONTRACT AMOUNT (incl reimb budget) = \$ _____

5. Contract Documents.

The following documents are incorporated by reference into this Contract:

- a. The A/E Manual, December 31, 1996 edition, including the Appendices and Revisions _____, the latest revision dated _____
- b. MOU dated _____, included as Attachment A.
- c. The Project Criteria dated _____, included as Attachment B.
- d.

6. Termination.

The Owner may terminate this contract as set forth in the A/E Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts, Section 321.

7. Disputes / Claims

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the A/E Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts, Section 326 and/or any Agency Contractual Disputes Procedure attached to this Contract.

In witness whereof the undersigned have executed this contract on the dates set forth beside their respective signatures.

*(Type or Print all data except signatures, which shall be hand-written in ink.)*_____
ARCHITECT/ENGINEER_____
OWNERBy: _____
(Signature in ink) (Date)By: _____
(Signature in ink) (Date)

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST: _____
(Signature) (Date)ATTEST: _____
(Signature) (Date)**Attachments:**

- A. Memorandum of Understanding (Pages 1 thru _____).
- B. Project Criteria
- C. [Agency Dispute Procedures]
- D. Other: _____

TERM CONTRACT BETWEEN OWNER AND ARCHITECT/ENGINEER FOR PROFESSIONAL SERVICES

This Contract dated this _____ day of _____, 19____ is between _____ ("Owner") and _____ ("Architect/Engineer" or "A/E"), whose Identification Number (FEIN or SSN) is _____, and is binding among and between these parties as of the date of the Owner's signature.

RECITALS

1. The legal address for the Owner and for the Architect/Engineer and the addresses for delivery of Notices and other project documents are as follows:

Owner-

Attn-

Address-

City, State, Zip-

Telephone () FAX ()

NE-

Attn-

Address-

City, State, Zip-

Telephone () FAX ()

2. The Owner often needs professional architectural and/or engineering services for discrete, small projects such as investigations, studies, reports, design of small projects, and related services on an "as needed" basis. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a Project Order issued to the A/E.

3. The rights and duties of the Owner and A/E applicable to State projects, including all Project Orders issued under this Contract, are set forth in the Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers, (hereinafter called "the A/E Manual"). The A/E Manual, 12/31/96 edition, Revision, _____ and any subsequent revisions during the course of the Project Design Phase shall apply to this Project. Chapter 3, Sections 305 and 3 14, and Chapters 5, 6, and 8 set forth procedures for determining additional services related to revisions to the Manual and compensation therefore.

Chapter 3 of the A/E Manual pertains to the general terms and conditions applicable to this Contract. Chapter 5 of the A/E Manual pertains to A/E and Owner duties and responsibilities. Chapter 6 of the A/E Manual pertains to A/E fees. Chapter 7 pertains to the technical requirements for the design of state building construction. Chapter 8 pertains to the requirements for design and preparation of documents for bidding. Chapter 9 pertains to quality assurance and coordination of the documents. Chapter 10 pertains to construction period duties, responsibilities and procedures. The supplemental information and requirements in the Appendices to the Manual provide forms and other information which shall be used by the A/E during the course of performing Work on any Project Order issued under this Term Contract.

4. During competitive negotiations, the Owner selected the above named A/E to perform services under this Term Contract. The A/E agreed to perform such services under the terms and conditions set forth herein and in the attached Memorandum of Understanding (MOU) dated _____

5. One or more Project Orders may be issued to the A/E during the Contract Term. Although the potential exists for multiple Project Orders with a maximum aggregate total of \$300,000 during the Contract Term, the Owner does not represent or guarantee that the A/E will receive more than one Project Order during the Contract Term.

6. The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur. The Owner also reserves the right to issue Project Orders to other A/E's under Term contracts at its sole discretion, based on its evaluation of each A/E's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project.

7. The A/E represents that it has no other Term Contracts currently in effect with this Agency, its subsidiaries or branches.

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Services**

The A/E agrees that is willing and able during the contract term to provide professional services on an "as needed" basis during the Contract term. The Work may include, but is not limited to, investigations, studies, reports, small project designs, and similar services. The purposes, functions, criteria and general requirements for the scope of work on the task or particular project will be set forth in a Project Order issued to the NE. All Work under the Project Order(s) shall conform to the applicable portions of the A/E Manual and the attached MOU.

2. **Project Orders:**

At the time of execution of this Term Contract, Project Order #1, attached to this Contract, will be issued to the A/E authorizing the work to be performed for a lump sum amount or at the marked up hourly rates set forth in the attached MOU.

It is understood that additional Project Orders may, at the Owner's sole discretion, be offered to the A/E during the period of one year from the date of this Contract. However, the Owner does not guarantee that the A/E will receive more than the one Project Order issued at the time of execution of this Contract.

3. **Design-Not-To-Exceed Construction Budget**

Where applicable, the A/E agrees to design the Work on the Project Order(s) so that bids can be expected to fall within a "design-not-to-exceed" construction budget shown on the Project Order. If the low bid amount exceeds the "design-not-to-exceed" budget by less than ten (10%) percent, the A/E agrees to assist the Owner in negotiations with the low bidder to arrive at a construction contract amount acceptable to the Owner. If the low bid amount exceeds the "design-not-to-exceed" budget by more than ten (10%) percent, the A/E agrees, if directed by the Owner, to redesign or modify the design of the Project as necessary to obtain a bid within the "design-not-to-exceed" construction budget. Such negotiation and/or redesign services by the A/E shall be at no additional cost to the Owner.

4. Contract Amount

No individual Project Order fee shall exceed \$100,000 and the aggregate total of all fees for all "Project Orders" issued during the Contract Term shall not exceed \$300,000. The Owner shall determine the lump sum amount of each Project Order based on the estimated time required, the marked up hourly rates set forth in the attached MOU and the Scope of Services required.

In emergency situations or for investigations or similar work where an estimate of time required cannot reasonably be determined to establish a lump sum fee, the Project Order shall be issued to be paid on an hourly basis per the marked up hourly rates set forth in the attached MOU. Such project orders shall usually include a "maximum" or "not-to-exceed" fee amount. The actual Project Order cost shall be based on the A/E's accounting of its manhours expended on the Project Order, submitted by classification, multiplied by the MOU scheduled classification hourly rates.

5. Payment Schedule

Payments to the A/E shall conform to the provisions of the A/E Manual, Chapter 3, Section 3 15, unless otherwise stipulated in the individual Project Order. The A/E agrees to make payments to its subcontractors and consultants in conformance to the provisions of the A/E Manual, Chapter 3, Section 3 16. Unless otherwise provided under the Contract Documents, interest on payments due the A/E shall accrue at the rate of one percent per month. § 1 1-62.1 1(4) of the Code of Virginia.

6. Contract Documents

The following documents are incorporated by reference into this Contract:

- a. The A/E Manual, December 3 1, 1996 edition, including the Appendices and Revisions ____, the latest revision dated _____
- b. MOU dated _____, included as Attachment A.
- c. Project Order #1, included as Attachment B
- d. *[Agency Dispute Procedures included as Attachment C]*
- e. *[Other, if any are listed on page 1, included as Attachment D]*

7. Contract Term:

Under this Contract, Project Orders may be issued during the one year following the date of execution of this Contract. This one year period shall be referred to as the "Contract Term." If a Project Order is issued during the Contract Term which, in the aggregate total of it, all previously issued Project Orders and any Change Orders to the previous Project Orders, reaches the \$300,000 limit, then no further Project Orders may be issued during the Contract Term. It is understood that the A/E's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the Owner's right to issue, and the A/E's right to accept, additional Project Orders.

The Owner may, at its sole discretion, renew this Contract for one additional one year Contract Term, provided the option to renew was indicated in the RFP. If the Owner exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the Owner notifies the A/E that the option to renew is being exercised, which ever occurs first. A new aggregate limit of \$300,000 shall apply to the second Contract Term, without regard to the dollar amounts of Project Orders issued during the first year of the Contract. **Any unused amounts from the first Contract Term shall not carry forward to the second Contract Term.**

8. Termination.

The Owner may terminate this contract as set forth in the A/E Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts, Section 321.

9. Disputes / Claims

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the A/E Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts, Section 326 and/or any Agency Contractual Disputes Procedure attached to this Contract.

In witness whereof the undersigned have executed this contract on the dates set forth beside their respective signatures.

(Type or Print all data except signatures, which shall be hand-written in ink.)

ARCHITECT/ENGINEER

OWNER

By: _____
(Signature in ink) (Date)

By: _____
(Signature in ink) (Date)

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST: _____
(Signature) (Date)

ATTEST: _____
(Signature) (Date)

Attachments:

A. Memorandum of Understanding (Pages 1 thru).

B. Project Order #1

C. [Agency Dispute Procedures]

D. Other: _____

**CONTRACT BETWEEN OWNER AND ARCHITECT/ENGINEER
FOR SELECTED PROFESSIONAL SERVICES**

This Contract dated this _____ day of _____, 19__ is between

_____ (“Owner”) and
_____ (“Architect/Engineer” or “A/E”), whose
Identification Number (FEIN or SSN) is _____, and is binding among and between these
parties as of the date of the Owner’s signature.

RECITALS

1. The legal address for the Owner and for the Architect/Engineer and the addresses for delivery of
Notices and other project documents are as follows:

Owner-
Attn-
Address-

City, State, Zip-
Telephone ()

FAX ()

A/E -
Attn-
Address- .

City, State, Zip-
Telephone ()

FAX ()

2. The Owner requires professional architectural/engineering services for the following work (the
“Project”):

The general requirements for the services are set forth in the attached Owner’s Scope of Work.

3. After competitive procurement pursuant to the Virginia Public Procurement Act and the
Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers, (hereinafter
called “the A/E Manual”), December 31, 1996 edition, as revised, the Owner has selected above-named A/E to
perform the duties of A/E for the Project.

4. The rights and duties of the Owner and A/E applicable to State projects are set forth in the Commonwealth of Virginia Construction and Professional Services Manual for Architect/Engineers, (hereinafter called "the A/E Manual"). The A/E Manual, 12/3 1/96 edition, Revision _____ and any subsequent revisions during the course of the Project Design Phase shall apply to this Project. Chapter 3, Sections 305 and 3 14, and Chapters 5, 6, and 8 set forth procedures for determining additional services related to revisions to the Manual and compensation therefore.

Chapter 3 of the A/E Manual pertains to the general terms and conditions applicable to this Contract. Chapter 5 of the A/E Manual pertains to A/E and Owner duties and responsibilities. Chapter 6 of the A/E Manual pertains to A/E fees. Chapter 7 pertains to the technical requirements for the design of state building construction. Chapter 8 pertains to the requirements for design and preparation of documents for bidding. Chapter 9 pertains to quality assurance and coordination of the plans and specifications. Chapter 10 pertains to construction period duties, responsibilities and procedures. The supplemental information and requirements in the Appendices to the Manual provide forms and other information which shall be used by the A/E during the course of the project.

5. During competitive negotiations, the A/E agreed to provide the A/E services for the Project under the terms and conditions set forth below and in the MOU dated _____

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

1. Scope of Services

The A/E agrees to provide all labor and resources necessary to perform the services described in the Owner's Project Scope of Work included as Attachment B.

The A/E further agrees to provide the additional services included in the negotiations and set forth in the MOU in conformance with the requirements of the A/E Manual and the MOU for such services.

2. Contract Amount

The Owner will compensate the A/E for such basic and additional services, including a budgeted reimbursable expense amount, for the total contract amount of _____ dollars(\$ _____) on the terms and conditions set forth herein and in the MOU, as established and agreed upon during competitive negotiations.

The following items (if any), which are described in greater detail in the MOU, shall be paid for as reimbursable expenses in accordance with the provisions of the A/E Manual:

(1)

(2)

The Contract Amount includes an estimated or budgeted amount for the reimbursable expense items. The Contract Amount shall be adjusted upward or downward by Change Order to reflect the actual amounts approved for reimbursement.

3. **Payments**

Payments to the A/E shall conform to the provisions of the A/E Manual, Chapter 3, Section 315. The A/E agrees to make payments to its subcontractors and consultants in conformance with the provisions of the A/E Manual, Chapter 3, Section 3 16. Unless otherwise provided under the Contract Documents, interest on payments due the A/E shall accrue at the rate of one percent per month. § 11-62.1 1(4) of the Code of Virginia.

The fee shall be proportioned as specified in the MOU.

4. **Contract Documents**

The following documents are incorporated by reference into this Contract:

- a. The A/E Manual, December 31, 1996 edition, including the Appendices and Revisions _____, the latest revision dated _____
- b. MOU dated _____, included as Attachment A.
- c. The Project Scope of Work dated _____, included as Attachment B
- d. *[Agency Dispute Procedures included as Attachment C]*
- e. *[Others listed on page 1, if any, included as Attachment D]*

5. **Termination**

The Owner may terminate this contract as set forth in the A/E Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts, Section 32 1.

6. **Disputes / Claims**

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the A/E Manual, Chapter 3, General Terms and Conditions for Professional Services Contracts, Section 326 and/or any Agency Contractual Disputes Procedure attached to this Contract.

In witness whereof the undersigned have executed this contract on the dates set' forth beside their respective signatures.

(Type or Print all data except signatures which shall be hand-written in ink.)

_____ ARCHITECT/ENGINEER	_____ OWNER
By: _____ (Signature in ink) (Date)	By: _____ (Signature in ink) (Date)
Name: _____	Name: _____
Title: _____	Title: _____
ATTEST: _____ (Signature) (Date)	ATTEST: _____ (Signature) (Date)

Attachments:

- A. Memorandum of Understanding (Pages 1 thru).
- B. Project Scope of Work
- C. [Agency Dispute Procedures]
- D. Other: _____

Sole Source Procurement Approval Request

All requests for sole source purchases must meet the criteria established under Section 11-41 of the *Code of Virginia*. The agency head must sign this form. The Department of General Services/Division of Engineering and Buildings must review and approve all building construction related requests before issuance of any contract or purchase order. The agency must also (1) assign an identifying number to the request, (2) attach a brief description of the equipment, material or services proposed to be procured, and (3) attach the 4 point justification for the sole source request.

Agency Code _____ Request Number _____ Date _____

Agency Name: _____

Agency Head Signature _____

Print Agency Head Name _____

Contact Person _____ Telephone Number _____

Description of proposed procurement:

(Attach memorandum addressing 4 point justification)

Division of Engineering and Buildings Action

☐

Approved

☐

Disapproved

☐

The following additional information is needed before a determination is made:

Signature _____ Date _____

Note: This form must be filed with the contract. Agencies and institutions are delegated authority to make contract award after appropriate approval. For equipment and materials to be incorporated in the construction project, see Section 803.5.3 of the Construction & Professional Services Manual.

SOLE SOURCE PROCUREMENT CHECKLIST

- _____ 1. 4 point justification completed and attached to CO- 18
- _____ 2. Written determination signed by the agency head or designee and attached to CO-18.
- _____ 3 . Approval from DGS/DEB if included in the construction of the project.
- _____ 4. Noncompetitive negotiation shall be conducted. The file shall include the results of the negotiations.
- _____ 5 . Evidence that a determination of price reasonableness was conducted.
- _____ 6. Sole source notice of award posted for purchases over \$15,000.
- _____ 7 . PO or contract issued.